

**CONTRACT ON CARE OF THE LAID
CABLES**

UGOVOR O NEGU POLOŽENIH KABLOVA

Closed on 08.22. 2024. in Belgrade, between:

Zatvoreno 08.22.2024. godine u Beogradu, između:

**CRSC INTERNATIONAL CO., LTD. BRANCH
BELGRADE**, Omladinskih brigada 21, 11070 Novi
Beograd, PIB: 110760071, Identity number:
29507678, (hereinafter: **ORDERER**), on the one
hand

and

Hong Hu Doo Beograd, Surčinski put 10K,
Belgrade, PIB:113006194, Registration no.
21787434 legally represented by Mr Jiaying Peng
(hereinafter: the **CONTRACTOR**)

**CRSC INTERNATIONAL CO., LTD. OGRANAK
BEOGRAD**, Omladinskih brigada 21, 11070 Novi
Beograd, PIB: 110760071, Matični broj: 29507678,
(u daljem tekstu: **NARUČILAC**), s jedne strane

i

Hong Hu Doo Beograd, Surčinski put 10K,
Beograd, PIB:113006194, Registarski br. 21787434
pravno zastupa g. Jiaying Peng (u daljem tekstu:
IZVOĐAČ POSLOVA)

WHEREAS

The Commercial Contract on modernization and reconstruction of Hungarian-Serbian Railway connection in the territory of the Republic of Serbia for section NOVI SAD - SUBOTICA - STATE BORDER (KELEBIJA), was entered by the Government of the Republic of Serbia, Infrastructure of Serbian Railways JSC and Joint venture of China Railway International Co., Ltd. and China Communications Construction Company Ltd, on July 7, 2018;

WHEREAS in accordance with the Commercial contract, the ORDERER is entitled to subcontract part of the construction works;

The subject of the Contract is caring the laid cables in the cable ducts in Novi Sad - Subotica section, including patrolling and caring the cables from being damaged/ stolen by the thief along the railway lines.

IMAJUĆI U VIDU

Komercijalni ugovor o modernizaciji i rekonstrukciji mađarsko-srpske železničke veze na teritoriji Republike Srbije za deonicu NOVI SAD - SUBOTICA - DRŽAVNA GRANICA (KELEBIJA), sklopila je Vlada Republike Srbije, Infrastruktura železnica Srbije a.d. i zajedničko preduzeće China Railway International Co., Ltd. i China Communications Construction Company Ltd, 7. jula 2018.;

BUDUĆI DA u skladu sa Komercijalnim ugovorom NARUČILAC ima pravo da podgovara deo građevinskih radova;

Predmet ugovora je briga o položenim kablovima u kablovskoj kanalizaciji na deonici Novi Sad - Subotica, uključujući patroliranje i negu kablova od krađe/oštećenja duž železničkih pruga.

Radom je obuhvaćeno patroliranje na stanicama i blok

railway lines.

The work covers the patrolling at the station and block sections starting from Vrbas Nova station, to Subotica station in the period of 4 months.

The Contracting Parties agree on the following:

Article 1.

The Contractor undertakes to perform all the above mentioned caring and patrolling work by providing the required number of executors, equipment and funds for the execution of works.

The Contractor undertakes to take and respect all safety and protection measures at work, in accordance with the applicable regulations of the law in the Republic of Serbia for workers engaged in jobs that are the subject of this contract.

The Contractor undertakes to ensure the closure of the construction area in order to place clearly visible safety signs to prevent the entry of passengers in order to ensure the safety of passengers and bears the risk of third party losses caused by insufficient security.

The Contractor undertakes to ensure reasonable construction methods and shall not cause damage to the ORDERER's property, otherwise, the Contractor shall be liable for repairs and compensation.

Article 2.

The Contractor undertakes to start the works on the day of concluding this Contract.

The deadline for completion of works is 4 months, but the Orderer will have the right to terminate the Contractor's work any time before the deadline, upon the written notification a week before.

od krađe/oštećenja duž železničkih pruga.

Radom je obuhvaćeno patroliranje na stanicama i blok deonicama počev od stanice Vrbas Nova do stanice Subotica u periodu od 4 meseca.

Ugovorne strane su saglasne o sledećem:

Član 1.

Izvođač se obavezuje da će sve navedene poslove brige i patrole obavljati obezbeđivanjem potrebnog broja izvršilaca, opreme i sredstava za izvođenje radova.

Izvođač se obavezuje da preduzima i poštuje sve mere bezbednosti i zaštite na radu, u skladu sa važećim propisima zakona u Republici Srbiji za radnike angažovane na poslovima koji su predmet ovog ugovora.

Izvođač se obavezuje da će obezbediti zatvaranje građevinskog područja radi postavljanja jasno vidljivih zaštitnih znakova za sprečavanje ulaska putnika u cilju obezbeđenja bezbednosti putnika i snosi rizik od gubitaka trećih lica izazvanih nedovoljnim obezbeđenjem.

Izvođač se obavezuje da će obezbediti razumne metode izgradnje i neće prouzrokovati štetu na imovini NARUČIOCA, u suprotnom, Izvođač je odgovoran za popravke i obeštećenje.

Član 2.

Izvođač se obavezuje da će započeti radove na dan zaključenja ovog Ugovora.

Rok za završetak radova je 4 meseca, ali Naručilac ima pravo da prekine radove Izvođača u bilo koje vreme pre roka, uz pismeno obaveštenje nedelju

Article 3.

The agreed price for the associated works is 60,000.00 USD (in words sixty thousand US Dollars only) exclusion of VAT in a accordance with the Article 10 paragraph 2 point 3 of VAT Law.

The total price is fixed lump sum price and include the profit of the Subcontractor as well as expenses of organizing the construction site, preparation works, accompanying materials, labours ,equipment, and other direct or indirect expenses of the Contractor. Except as stipulated in this contract, the contract price cannot be modified .

The ORDERER shall pay full contract amount according to the invoice provided by the Contractor upon the contract is coming into force.

The payment currency is in RSD, and the exchange rate from USD to RSD is in official middle foreign currency exchange rate of the National Bank of Serbia on the day of payment.

Article 4

The provisions of the Law on Obligations shall apply to everything that is not provided for in this contract, and which concerns the subject of the contract.

In case of a dispute that the contracting parties cannot resolve amicably, the competent court in Novi Sad will decide.

Article 5

In case of any incompleated matters related to this contract, both Orderer and Contractor will negotiate and enter into amendment(s) upon the mutual contract.

dana ranije.

Član 3.

Ugovorena cena za prateće radove je 60.000,00 USD (slovima samo šezdeset hiljada američkih dolara) bez PDV-a u skladu sa članom 10 stav 2 tačka 3 Zakona o PDV-u.

Ukupna cena je fiksna paušalna cena i obuhvata dobit Podizvođača kao i troškove organizovanja gradilišta, pripremnih radova, pratećeg materijala, rada, opreme i druge direktne ili indirektno troškove Izvođača. Osim u slučajevima predviđenim ovim ugovora, cena ugovora se ne može menjati.

NARUČILAC će platiti pun iznos ugovora prema fakturi koju je dostavio Dobavljač po stupanju ugovora na snagu.

Valuta plaćanja je u dinarima, a kurs od USD prema dinarima je po zvaničnom srednjem kursu Narodne banke Srbije na dan uplate.

Član 4

Na sve što nije predviđeno ovim ugovorom, a što se tiče predmeta ugovora, primenjuju se odredbe Zakona o obligacionim odnosima.

U slučaju spora koji ugovorne strane ne mogu da reše sporazumno, odlučiće nadležni sud u Novom Sadu.

Član 5

U slučaju bilo kakvih nedovršениh stvari u vezi sa ovim ugovorom, i Naručilac i Dobavljač će pregovarati i ući u izmene i dopune zajedničkog ugovora.

Article 6

This Contract is made in two (2) identical copies, of which each contracting party retains one (1).

Član 6

Ovaj Ugovor je sačinjen u dva (2) istovetna primerka, od kojih svaka ugovorna strana zadržava po jedan (1).

For the ORDERER :

Director/Legal representative



For the Contractor:

Director/Legal representative

